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6 IN THE UNITED STATES DISTRICT COURT

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10 FOR THE NORTHERN DISTRICT OF CALIFORNIA

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JOHN DUGAN, *et al.*,

No. C 12-02549 WHA

Plaintiffs,

v.

LLOYDS TSB BANK, PLC,

**ORDER TO BRING  
MATERIALS TO CLASS  
CERTIFICATION HEARING**

Defendant.

16 (1) With respect to the Osmenas, bring to the hearing a signed stack of letters extending  
17 the facility and resulting loan and security documents. Highlight and tag the following in the  
18 color indicated:

19 i. any conditions prohibiting the use of the subject property for residential  
20 use by borrower or his/her family (yellow);  
21 ii. any 120% provision (green);  
22 iii. any provision on the interest rate based on cost of funds (blue); and,  
23 iv. governing law provisions and/or forum selection clause (red).

24 (2) Provide the same for all other plaintiffs organized as one stack per loan.

25 (3) For each, state in a list whether the borrower redenominated.

26 (4) For each, state in another list whether the 120% cap was ever reached, assuming  
27 *arguendo* it has a cap on the overall loan amount (rather than just on the secured portion).

28 (5) State or show in tabular form:

- i. With respect to the Osmenas, how many putative class members had 120% clauses *identical* to the Osmenas and expressly are governed by the same law as in the Osmena loan?
- ii. With respect to the Osmenas, how many putative class members had a cost-of-funds clause *identical* to the Osmenas and expressly are governed by the same law as in the Osmena's loan?
- iii. With respect to the Osmenas, to what extent did each class members' loan(s) overlap with the same time period as the Osmenas' loan?
- iv. With respect to the Osmenas, state each class members' country of residence (and State, if within the United States) at the time the loan agreements were executed, and at present.

(6) Provide the same information for all other plaintiffs as requested in item (5).

(7) With respect to Michael Kilroy, please provide a list describing all the ways in which Kilroy letter/loan/security documents differ from any of the named plaintiffs represented by you as to (i) the 120% clause, (ii) the cost-of-funds clause, and (iii) governing law and forum selection. Also provide a description as to the issues being litigated in the three state court cases, the stakes involved, and why there are three cases.

(8) To the maximum extent possible, counsel must agree on a single submission on all of the above.

## IT IS SO ORDERED.

Dated: April 9, 2013.

*Wm. Alsup*